

Exhibit A

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

ALLHERE EDUCATION, INC.,

Debtor.

Chapter 7

Case No. 24-11841-LSS

**ORDER APPROVING STIPULATION TO TERMINATE
EXECUTORY CONTRACT BETWEEN AMAZON WEB
SERVICES, INC. AND ALLHERE EDUCATION, INC.**

Upon consideration of the *Stipulation to Terminate Executory Contract Between Amazon Web Services, Inc. and AllHere Education, Inc.* (the “Stipulation”) between George L. Miller, in his capacity as Chapter 7 Trustee for Debtor AllHere Education, Inc. (the “Trustee”) and Amazon Web Services, Inc. (“AWS”) attached hereto as Exhibit 1; the Court having determined that good and adequate cause exists for approval of the Stipulation; and the Court having determined that no further notice of the Stipulation must be given;

IT IS HEREBY ORDERED THAT:

1. The Stipulation is Approved.
2. The Agreement¹ is rejected pursuant to 11 U.S.C. § 365 and terminated without further notice.
3. AWS shall have no obligations of performance under the Agreement and in connection with the AWS Accounts.
4. Nothing in Stipulation or this Order shall waive or limit AWS’ rights to assert claims for unpaid charges that have accrued under the Agreement prior to entry of this Order.
5. AWS may delete the AWS Accounts and all data stored in connection therewith, without further notice.

¹ Capitalized terms not defined in this Order shall have the meanings given to them in the Stipulation.

6. To the extent relief from the automatic stay under 11 U.S.C. § 362(d) is required for any relief approved in connection with this Stipulation, such relief from the automatic stay shall be immediately and automatically granted upon entry of this Order.

7. Notwithstanding the applicability of Bankruptcy Rule 4001(a)(3), the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.